Data Management Plan

D11.3: DATA MANAGEMENT PLAN

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Abstract

The Data Management Plan (DMP) describes the approach which will be implemented in order to manage the data collected, processed and analysed within the USER-CHI project. Therefore, the DMP describes the objective and purpose of the DMP. It provides the information on DMP set out In H2020 regulation. The DMP includes a Template, which provides the overview of the allocation of responsibility for data flows within specific tasks of USER-CHI. In addition, the Templates for questionnaires for the USER-CHI project partners dealing with research data are included. Moreover, the DMP outlines the strategy towards the Intellectual Property Rights strategy (IPR strategy), which will be followed by the USER-CHI consortium. The DMP Is a living document, which means that it will be updated once the project has progressed.

Keywords

Data Management Plan, Data life cycle, FAIR, Declaration on compliance, IPR strategy

Copyright statement

detriment and are not to be disclosed externally without prior written consent from the USER-CHI partners.

Each USER-CHI partner may use this document in conformity with the USER-CHI Consortium and Grant Agreement provisions.

Executive summary

The object of the Data Management Plan (DMP) is to describe the approach which will be implemented in order to manage the data collected, processed and analysed within the USER-CHI project.

D.11.3 is the outcome of WP 11 - task T11.3 "Data Management and Protection and IPR strategy". The main goal of D11.3 is to describe the data management life cycle for the data to be collected, processed and analysed by the USER-CHI project. The implementation of the DMP will make research data findable, accessible, interoperable and re-usable.

Within the USER-CHI project a variety of different tasks contribute to the collection, processing and analysis of research data. Therefore, D11.3 provides an interactive approach in order to create an overview of the research data. Within the DMP four types of research data are addressed that play a crucial role in the USER-CHI project activities. These four types are: User research data, spatial/urban data, charging infrastructure data as well as product data.

The DMP will provide an overview of the allocated responsibility for different project partners in order to provide information about the collected, generated or analysed research data. The responsibilities are based upon the characterisation as task leaders.

Within D11.3 templates for questionnaires are introduced, which the responsible project partners will have to fill out once the tasks have progressed sufficiently. Therefore, a timeline for the use of the questionnaires will be evolved. The Templates are based on the DMP-Template provided by the H2020 research initiative.

In addition, the Intellectual Property Rights strategy (IPR strategy) will be outlined.

The DMP Is a “living document”, which means that it will be updated continuously once the project has progressed.

List of abbreviations

CA	Consortium Agreement
DMP	Data Management Plan
EC	European Commission
E*V*	Electric vehicle
FAIR	Findable, accessible, interoperable and re-usable
GA	Grant Agreement
IPR	Intellectual Property Rights
LEPI	Legal, Ethical and Policy Issue Officer

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1. Introduction

USER-CHI aims to foster the deployment and market acceptance of EVs in Europe by conducting user-centric research. Therefore, it is foreseen to develop and demonstrate eight USER-CHI products in the context of seven specific applications in five demonstration sites (Barcelona, Berlin, Budapest, Rome and Turku) and two replication sites (Murcia, Florence). Accordingly, the engagement with end-users and stakeholders is a key component for USER-CHI.

1.1 Aim of the document

The Data Management Plan (DMP) aims at describing the data management approach, which will be implemented within USER-CHI. Thereby, the DMP describes the data management life cycle for the data, which will be collected, processed and generated within USER-CHI. The goal is to make USER-CHI's research data findable, accessible, interoperable and re-usable.

In order to create an overview of USER-CHI's research data an interactive approach will be outlined. Four different categories of research data will be defined, which distinguish the most important data categories within the project.

In addition, the Data Management Plan outlines the Intellectual Property Rights Strategy (IPR Strategy), which explains how to protect different research outputs through the use of IPR. The DMP is a "living document", which means that it will be updated continuously once the project has progressed.

1.2 Scope of the document

This deliverable will outline the management approach towards USER-CHI's generated, collected and processed research data. This compromise of a description of the management approach in order to gain an overview of data cycles and flows. Moreover, this deliverable will introduce the Intellectual Property Strategy (IPR strategy) agreed upon and implemented by the USER-CHI consortium.

1.3 Structure of the document

This document compromises of four chapters. Following the introduction, the second chapter addresses the topic of Data Management. Section 2.1 provides an overview of the general data management approach, whereas Section 2.2 introduces the timetable for updates. Section 2.3 expands on the topic of Data Management within the USER-CHI GA. Followed by section 2.4 "Data categories", 2.5 "Allocation of responsibilities" and 2.6 "Templates for questionnaires."

The third chapter introduces the analysis of the questionnaires, which will be filled out accordingly by the responsible project partners once USER-CHI has progressed.

Furthermore, the fourth chapter deals with the IPR strategy. Section 4.1. introduces relevant guidelines for IPR management within H2020 projects. Additionally, section 4.2 provides an overview of IPR. Section 4.3 and section 4.4. introduce what has been agreed upon in the GA and CA. Section 4.5 explains the management procedure regarding IPR issues.

Finally, the last chapter provides conclusions and the most relevant synergies with other deliverables within USER-CHI. Those synergies are mainly found in WP8, WP9, WP10 and WP11.

2. Data Management

Chapter 2 provides an overview of the basis for data management approaches within the H2020 context.

Therefore, the general management approach will be described in section 2.2. Moreover, the relevant articles on data management within the USER-CHI GA will be outlined in section 2.3. Furthermore, section 2.4 defines different categories of research data within USER-CHI. Following by which, the allocation of responsibility will be introduced in section 2.5. Finally, section 2.6 provides templates for questionnaires, which will be used to implement the management goal of FAIR data.

2.1 Goal and general approach

DPMs are described as "key element of good data management".[1] The DPM outlines the life cycle of the research data, which will be collected, processed, and / or generated by USER-CHI. The goal of the DPM is to make the data findable, accessible, interoperable and re-usable (FAIR).

The DPM includes information on:

how the research data will be handled during and after the project

what data will be collected, processed and/or generated

the applicable methodology & standards

whether and what kind of research data will be made open access/shared

[1] European Commission, "H2020 – Online Manual, Data Management" <https://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-data-management/data-management_en.htm>, accessed 27 July 2020.

how data will be curated & preserved (including after USER-CHI's end).[2]

In order to illustrate the requirements for best practice data management within the H2020 context some examples will be explained.

Good examples of data management cover:

"• Researchers, research institutions and organisations ensure appropriate stewardship and curation of all data and research materials, including unpublished ones, with secure preservation for a reasonable period.

• Researchers, research institutions and organisations ensure access to data is as open as possible, as closed as necessary, and where appropriate in line with the FAIR Principles (Findable, Accessible, Interoperable and Re-usable) for data management.

• Researchers, research institutions and organisations provide transparency about how to access or make use of their data and research materials.

• Researchers, research institutions and organisations acknowledge data as legitimate and citable products of research.

• Researchers, research institutions and organisations ensure that any contracts or agreements relating to research outputs include equitable and fair provision for the management of their use, ownership, and/or their protection under intellectual property rights."[3]

2.2 Timetable for updates

The DMP Is a "living document". This means, the first version submitted by the end of M6 will be updated during the implementation phase of USER-CHI. The updates are needed whenever significant changes arise. These changes might compromise "new data, changes in consortium policies (e.g. new innovation potential, decision to file for a patent)."[4]

Due to USER-CHI's project duration of 48 months and the expected regular creation and flow of new data, IKEM will update the DMP In M14, M20, M26, M32, M38, M42 and in M48 (Table 1).

[2] European Commission, "H2020 – Online Manual, Data Management" <https://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-data-management/data-management_en.htm>, accessed 27 July 2020.
[3] *ALLEA- All European Academies, "The European Code of Conduct for Research Integrity", Revised Edition, 2017, p.6.*
[4] European Commission, "H2020 – Online Manual, Data Management" <https://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-data-management/data-management_en.htm>, accessed 27 July 2020.

TABLE 1 TIMELINE DMP UPDATE

Updates (e.g. new data, new innovation potential, copyright actions)	Project month:
1st update	M14
2nd update	M20
3rd update	M26
4th update	M32
5th update	M42
6th update	M48

2.3 Data Management within the USER-CHI Grant Agreement

The topic of data management is also covered by the USER-CHI Grant Agreement. In order to provide an overview of the data management guidelines included in the Grant Agreement, the relevant Articles will be presented.

Art. 29 of the Grant Agreement covers the topic of "Dissemination of Results and Open Access." Art. 29 (1) GA thereby states that:
"unless it goes against their legitimate interests, each beneficiary must — as soon as possible — 'disseminate' its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).
This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.
A beneficiary that intends to disseminate its results must give advance notice to the other beneficiaries of — unless agreed otherwise — at least 45 days, together with sufficient information on the results it will disseminate.
Any other beneficiary may object within — unless agreed otherwise — 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.
If a beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Agency before dissemination takes place."

Further information regarding the dissemination of USER-CHI's research results is provided by *D9.1 "Communication and Dissemination strategy."*

Moreover, Art. 29 (2) GA deals with the requirement of open access to scientific publications. It states that*, each beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, it must:*

> *(a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;*
>
> *Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.*
>
> *(b) ensure open access to the deposited publication — via the repository — at the latest:*
>
> *(i) on publication, if an electronic version is available for free via the publisher, or*
>
> *(ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.*
>
> *(c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.*

The bibliographic metadata must be in a standard format and must include all of the following:

the terms "European Union (EU)" and "Horizon 2020";

the name of the action, acronym and grant number;

the publication date, and length of embargo period if applicable, and

a persistent identifier.

In addition, Art. 29.3 covers the topic of open access to research data. It thereby states that in regard of the digital research data generated in the action ('data'), the beneficiaries must:

1. *(a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:*
    1. *(i) the data, including associated metadata, needed to validate the results presented in scientific publications, as soon as possible;*
    2. *(ii) not applicable;*
    3. *(iii) other data, including associated metadata, as specified and within the deadlines laid down in the 'data management plan' (see Annex 1);*
2. *(b) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (and — where possible — provide the tools and instruments themselves).*

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

In summary, the goal of making research data openly accessible will be implemented through the use of repositories. In accordance to Art. 29 of the GA, as well as section 2.2.7.2 of Part B of the USER-CHI GA the use of repositories should guarantee both, the open access to scientific publications, as well as the open access to research data.
The implementation of the requirements provided by Art. 29 of the GA and section 2.2.7.2 of Part B will be further outlined through the description of concrete steps in the following subsections.

2.4 Public deliverables

To comply with the H2020 requirements5, public deliverables will be made available for public consultation throughout the project lifetime. Digital copies of public deliverables will be uploaded to the USER-CHI project-website after its submission and approval by the EC.
Moreover, during the implementation of the project confidential deliverables will be produced which may be disseminated to persons outside the project who have restricted access. Thus, the USER-CHI consortium may decide to disseminate such deliverables or specific parts of them to specific external parties upon request. Such deliverables shall be stored in digital format in a separate section of the project website.
The use of public deliverables, in all cases where no reason not to publish it applies (see section 2.3.4), will implement the criteria of *accessible, re-usable, and findable data.*

2.5 Zenodo repository

The USER-CHI project will generate research datasets and publications during its implementation which will make a significant contribution to the electromobility field. The project seeks to make these research datasets and publications accessible to the public, to assuring open access. To this end, the USER-CHI project will use the Zenodo repository, which is an European scientific repository compliant with the European OpenAIRE[6] program and that provides a digital object identifier (DOI[7]) to ensure that research datasets and research findings stored in the repository are easily to find and uniquely citable (Figure 1).

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[5] See Article 19 of the H2020 Programme AGA Annotated Model Grant Agreement. Available at: https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf#page=177.
[6] The European OpenAIRE program aims, amongst other goals, at embedding open science into researcher workflows. It provides interoperability services that connect research and enable researchers, content providers, funders, and research administrators to easily adopt open science. Source: https://www.openaire.eu/.
[7] According to the standard ISO 26324:2012, the DOI system is designed to work over the Internet. Moreover, a DOI name is permanently assigned to an object to provide a resolvable persistent network

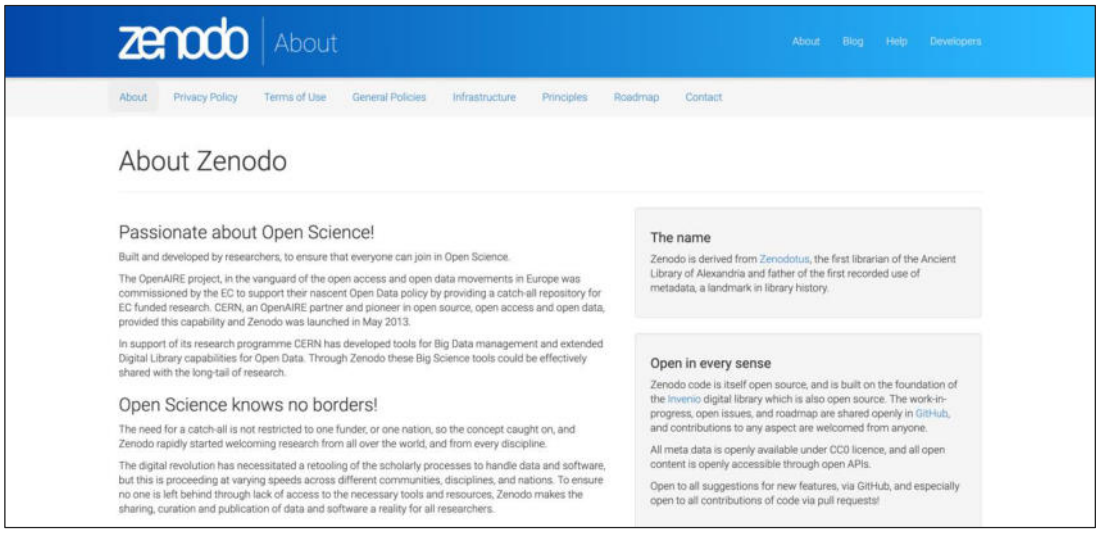

FIGURE 1 ZENODO

The Zenodo[8] repository was selected amongst alternatives because it offers practical online service that allows researchers, scientists, EU projects, and institutions to showcase, share, and preserve and multidisciplinary research results (data and publications), that are not part of the existing institutional or subject-based repositories of the research communities.
The use of Zenodo guarantees that the data is *accessible, findable and re-usable.*

2.6 USER-CHI Internal Repository: Alfresco

The USER-CHI consortium gathers 24 partners from 5 countries who would be working under a collaborative framework during the project lifespan. The coordination of the efforts and contributions of all the partners of the USER-CHI project requires an online platform that guarantees the simultaneous and effective work from the different countries that integrate the USER-CHI consortium through the Internet. For enabling the latter, data collected or generated by the project will be stored and systematically organised in an official project repository on Alfresco[9].

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link to current information about that object, including where the object, or information about it, can be found on the Internet. Source: https://www.openaire.eu/ https://www.iso.org/obp/ui/#iso:std:iso:26324:ed-1:v1:en.
[8] For a detailed description of Zenodo's policies regarding the handling of the data and usage of the service see: https://zenodo.org/policies.
[9] Alfresco is an Enterprise Content Management (ECM) platform with hybrid, on-premise, cloud, and mobile delivery options. As a hybrid ECM solution, it combines the efficiency, collaboration, and control of an ECM platform with the agility and flexibility of the cloud. For further information on Alfresco, see: https://docs.alfresco.com/.

The Alfresco repository will enable to securely store and share files, making data available to the whole Consortium. The 'documents section', presented in the figure below, in the Alfresco repository stores project internal documents, that are not available to external users.

Also, as shown in Figure 2 below, the documents in the repository are organized in a hierarchical way following the structure of working packages and deliverables defined previously in the Grant Agreement. In this way, a permanent overview on the state of the art of the project for all USER-CHI project partners is guaranteed.

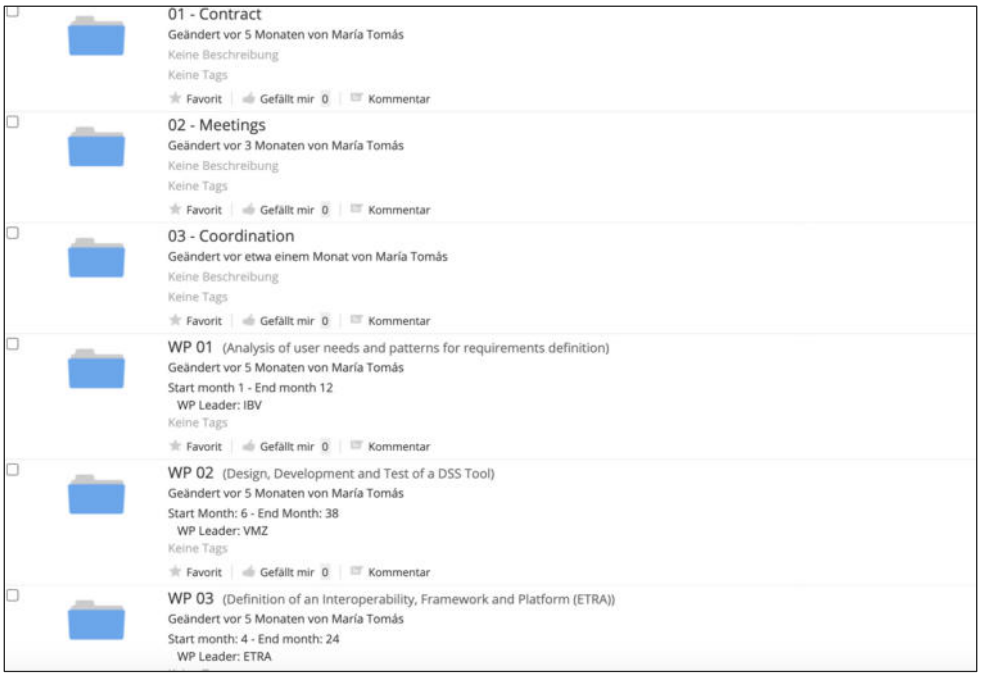

FIGURE 2 EXAMPLE - ALFRESCO

The use of Alfresco for USER-CHI will implement the criteria of *accessible and findable data for project partners.*

2.7 Reasons not to publish data

This sub-section outlines the issue of data, which should not be published due to contrary interests. The decision to publish data will be made in regard to each specific data set. The responsible project partners need to analyse whether one of the following reasons outlined in Section 2.2.7.2 of Part B of the USER-CHI GA might contradict the publication of data:

"- the protection of industrial property rights
- the protection of personal data
- of confidentiality reasons with regards to security
- the possibility of jeopardizing the project's objectives."

With regard to the USER-CHI project special attention should be given to the first reason *"protection of industrial property rights"* for WPS generating technical tools and products (WP2, WP3, WP4, and WP5). The second reason *"the protection of personal data"* needs to be considered especially in WP1 and WP6.

2.8 Data categories within USER-CHI

In order to develop an overview of the research data, that will be collected, generated and processed within USER-CHI four different data categories have been defined. These four different data categories are the ones most crucial for the project activities. The data collection approaches of each of the four data categories differ from each other. The four data categories comprise of data that is either primary or secondary type data.

- **USER RESEARCH DATA:**

The first category is user research data, which comprises of primary data from the multiple user-centric research activities. User research data is data that is drawn from users of e-mobility services within cities, where quantitative or qualitative research will be undertaken. *The "(e-mobility) user research data" can be defined as "any personal data or information collected from users in regard of e-mobility products and services."* For example, this category of data will include information regarding user behaviour, such as charging and parking habits, as well as concerns regarding electric vehicles and e-bikes (pedelecs). Moreover, it will also include decision influences and concerns of potential EV-users.

The first category will mostly be collected and processed within *WP1 "Analysis of user needs and patterns for requirements definition"* and *WP6 "Demonstration in demo sites and TEN-T nodes"* as WP6 will also include "different and increasing levels of end user involvement."

- **SPATIAL/URBAN DATA:**

The second category is spatial/urban data, which implies "secondary data provided by the city partners." *The category can be further defined as "any information provided by project partners in regard to urban conditions/facts related to e-mobility services, except data from charging infrastructure operators."* The second category of data will mostly be collected and processed within *WP1 "Analysis of user needs and patterns for requirements definition"* and *WP2 "Design and development of DSS tool", WP3 "Definition of interoperability framework", WP4 "Smart grid integration", WP5 "New technologies development", WP6 "Demonstration in Demo Sites and TEN-T Nodes" and WP7 "Cross-site evaluation."*

- **CHARGING INFRASTRUCTURE DATA:**

The third category is "charging infrastructure data". This implies primary data (raw/aggregated) provided by CPOs, EMSPs or e-roaming platforms and can be defines as *"any information provided by project partners in regard of charging infrastructure operators."* The third category of data will mostly be collected and processed within *WP1 "Analysis of user needs and patterns for requirements definition"* and *WP2 "Design and development of DSS tool", WP3 "Definition of interoperability framework", WP4*

"Smart grid integration", WP5 "New technologies development", WP6 "Demonstration in Demo Sites and TEN-T Nodes" and WP7 "Cross-site evaluation."

- **PRODUCT DATA:**

The fourth category is product data and includes both primary and secondary type data provided by the project partners. *This category can be defined as "any information collected or generated from project partners while developing (technical) USER-CHI products."* The fourth category of data will mostly be generated within *WP2 "Design and development of DSS tool", WP3 "Definition of interoperability framework", WP4 "Smart grid integration", WP5 "New technologies development" and WP6 "Demonstration in Demo Sites and TEN-T Nodes".*

2.9 Allocation of responsibility and deadlines

Each partner, which possesses datasets is responsible for generating back-up data for sharing it through open access repositories. In addition, each WP-Leader is responsible for the quality management of the specific data.

In case data sets need to be updated, the project partners who possess the dataset is responsible for managing the updates and guarantee that the latest versions are shared between project partners and finally published (Figure 3).

Data Management in USER CHI - Timeline Updates							
Workpackages	Duration	Task / Research activities (data related)	Responsible project partner for data	Type of data	Questionnaire send to/when(+)	Questionnaire filled out (+)	Update - in general DMP
WP1	M1-M9	T1.1.1 Big data analysis	VMZ (Lead)	Urban data	VMZ - 15.6.2020		
WP1	M1-M9	T1.1.2 User driven innovation	IBV (Lead)	User data	IBV - 15.06.2020	19.06.20	
WP2	M6-12	T2.1 Requirements	VMZ (Lead) / ETRA (tbd)	Urban data			
WP2	M13-M18	T2.2 Specifications of	VMZ (Lead) / ETRA (tbd)	Product data (confidential -			
WP2	M13-M18	T2.3 Development of	VMZ	Product data			
WP2	M30-38	T2.4 Integration & Testing	IKEM (Lead) (tbd)	Product data			
WP3	M4-M9	T3.1 Design and specification	ETRA	Product data			
WP3	M10-M15	T3.2 INFRA - implementation	IKEM (Lead) (tbd)	Product data			

WP3	M14-M22	T3.3 INCAR - development	ETRA	Product data			
WP3	M23-M24	T3.4 Integration and testing	ETRA	Product data			
WP4	M4-M14	T4.1 Modelling of EV batteries and	ENEA	Data from charging			
WP4	M9-M16	T4.2 Smart grid services design	ETRA	Product data			
WP4	M17-24	T4.3 Smart grid integration	ETRA	Product data			
WP4	M24-M26	T4.4 Smart grid services lab-	ETRA	Product data			
WP5	M9-M12	T5.1 Design of services and	DSI (Lead)	Product data			
WP5	M13-M22	T5.2 Development of	ENEL (Lead)	Product data			
WP5	M23-M27	T5.3 Testing and refinement of	ENEL (Lead)	Product data			
WP5	M6-M12	T5.4 Design of services and	IPT	Product data			
WP5	M9-M22	T5.5 Development of	IPT	Product data			
WP5	M23-M27	T5.6 Testing and refinement of the	IPT	Product data			
WP6	M24-48	T6.1 Demonstration	VMZ (Lead) / (tbd)	Urban data / product data /			
WP6	M27-M30	T6.2 Implementation	ETRA (Lead) / (tbd)	Product data			
WP7	M12-M32	T7.1 Cross-site evaluation	FIT (Lead)	Product data, Urban data			
WP7	M36-M48	T7.2 Local and cross-site	FIT (Lead)	User data, Urban data			
WP7	M24-M48	T7.3	IKEM (Lead) (tbd)	Urdan data,			
WP8	M1-48	T8.6	FIT (Lead)	Charging infrastructure			
Tasks with no data focus (tbd)		*T1.2 Usage scenarios*					
		T1.3 Technical / Legal					
		T6.3 Demonstration					
		WP 8 - except: T8.6					
		WP9					
		WP10					
		WP11					

FIGURE 3 ALLOCATION OF RESPONSIBILITIES

Finally, before project partners decide on making data publicly available in a repository or the USER-CHI Website they need to consult other concerned partners, especially WP-Leaders of the specific task generating or analysing the data, if a reason not to publish the data applies (see section 2.3.5).

The deadlines for notification of publications towards other project partners (45 days prior to dissemination), as well as objection against publications are (30 days after receiving notification) are outlined in Section 2.2.7.2 of Part B of the USER-CHI GA. Section 2.2.7.2 of Part B of the USER-CHI GA also describes the procedure, after one of the project partners has objected to the publication of research data, which state that the objecting project partner needs to

"(…) show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests."

2.10 Templates – Questionnaires

The responsibilities for the collection, processing and analysis of the four data types are allocated among the USER-CHI project partners based upon the work package structure. In fact, work package leaders or task leaders that e.g. contribute to the collection of user research data, spatial/urban data, charging infrastructure data or product data are responsible for following the H2020 FAIR approach.

In a first step, data flows are going to be identified, accordingly, making use of the FAIR principle questions inventory in the context of the research activities of each work package of USER-CHI. In order to identify the data flows, the work package leaders are going to receive an excel-based questionnaire. The questionnaire is illustrated below in the Annex (**Fehler! Verweisquelle konnte nicht gefunden werden.**, which is attached in Annex – Section 7.3.

The questionnaires are based on the DMP Template provided by the EC's H2020 Online Manual.[10] The questionnaires are going to be distributed shortly prior to the begin of the respective work package, but not later than at its beginning phase for the following two reasons. First, once the work packages have begun, the characterisation of data that is going to be collected, processed and analysed is expected to be concretised by then. Second, work package leaders have the chance to receive feedback if the questionnaire is not fully clear or responsibilities need to be adjusted.

In a second step, each completed questionnaire is going to be analysed. The main aspects of the analysis that are going to be identified are the following aspects:

- What data is going to be collected, processed and analysed throughout USER-CHI project?
- How is the data going to be collected and processed throughout USER-CHI project?
- Which data is going to be provided as open access and which is not (confidential)?

[10] European Commission, "H2020 – Online Manual, Data Management" <https://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-data-management/data-management_en.htm>, accessed 27 July 2020.

3. Analysis of questionnaires

The third chapter provides the analysis of the questionnaires filled out by the responsible project partners in regard to new data. Therefore, this chapter will be updated in accordance with the timetable for updates of the DMP provided in sub-section 2.2.

Once the tasks dealing with research data have either started or sufficiently progressed, project partners will be asked to provide the necessary information indicated by the questionnaires presented in section 2.6. An example of a questionnaire provided within the implementation of WP1 is illustrated in (Figure 7). The example is attached in Annex – Section 7.4.

Moreover, the questionnaires will be assessed regarding the FAIR research data goal. Thereby, the project partners will get feedback and assistance in order to implement the goal of FAIR research data accordingly.

This approach is particularly relevant with regard to the goal of making research data interoperable. After receiving information/feedback from the project partners through the questionnaires an assessment in regard to data interoperability will be included in the course of the 2nd update of the DMP (see section 2.2).

In a first step, the most relevant interfaces between different project partners will be identified as a starting point. Following which, the assessment will clarify what data and metadata vocabularies should be applied in the specific context. Furthermore, it will cover standards and methodologies, which will facilitate the interoperability of different data sets within USER-CHI.

4. IPR Strategy

This deliverable provides the IPR strategy for the USER-CHI project. First, an overview of the different intellectual property rights will be provided. Following to which, the relevant articles within the USER-CHI GA (Part A and B) will be illustrated. Finally, the main findings of section 8 and 9 of the USER-CHI CA are summarized.

4.1 Overview: Intellectual Property Rights

There are several legal options, which can be used to protect the results created within USER-CHI.

The legal possibilities can arise out of International Frameworks, European Law or the national laws applicable to the beneficiaries' activities.

Intellectual property may be (for example) protected by patents, copyright or trademark.[11]

Patents are defined as *"an exclusive right granted for an invention, which is a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem. To get a patent, technical information about the invention must be disclosed to the public in a patent application."*[12]

Copyright is a *"legal term used to describe the rights that creators have over their literary and artistic works".* Works covered by copyright range from books, music, paintings, sculpture, and films, to computer programs, databases, advertisements, maps, and technical drawings.[13]

Trademark is a *"sign capable of distinguishing the goods or services of one enterprise from those of other enterprises. Trademarks are protected by intellectual property rights."*[14]

An overview of the relevant EU legislation and international frameworks referring to the topic of copyrights can be found online at the following URL:

https://ec.europa.eu/digital-single-market/en/eu-copyright-legislation (last accessed 20th of July 2020).

It needs to be emphasized, that the question of protection of USER-CHI results will be especially important in regard to the technical products, which will be developed in WP3, WP4 and WP5.

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[11] World Intellectual Property Organization, <https://www.wipo.int/about-ip/en/>, accessed 27 July 2020.

[12] World Intellectual Property Organization, <https://www.wipo.int/about-ip/en/>, accessed 27 July 2020.

[13] World Intellectual Property Organization, <https://www.wipo.int/about-ip/en/>, accessed 27 July 2020.

[14] World Intellectual Property Organization, <https://www.wipo.int/about-ip/en/>, accessed 27 July 2020.

4.2 Management Procedure for IPR issues

The project partners are responsible for implementing the articles on IPR matters, which are outlined above. It is recommended, that the consortium partners protect the technical products and other output of USER-CHI in a manner most suitable for the results.

In case any questions or issues arise, the project partners can contact IKEM in their role as LEPI (Legal, Ethical and Policy Issues Officer). Thereby, IKEM will assist in implementing the IPR guidelines and what has been agreed on in the GA and CA.

4.3 IPR within the USER-CHI Grant Agreement

The USER-CHI Grant Agreement (GA) sets out relevant guidelines referring to the topic of Intellectual Property.

The articles of the GA dealing with the topic of Intellectual Property within the USER-CHI project are:

Art. 23a "Management of Intellectual Property", Art. 24 "Agreement of Background" and Art. 25 "Access rights to background", Art. 26 "Ownership of results", and Art. 27 "Protection of results - Visibility of EU-Funding", Art. 28 “Exploitation of results“, Art. 29 “Dissemination of results – Open Access — visibility of funding”, Art. 30 “Transfer and Licensing of results“ and Art. 31 “Access rights to results“.

These articles will be summarized in the further section and are included in the Annexes of this deliverable.

PART A – USER-CHI GA:

Art. 23a GA states that beneficiaries that are universities or other public research organisations must take measures to implement Point 1 and 2 of the Code of practice, which is annexed to the Commission Recommendations on IP management. This Code is described in above in section 4.1.

Moreover, **Art. 24 GA** describes, that USER-CHI project partners need to agree on background before the implementation phase of the project starts. This requirement has been fulfilled by the Attachment 1 of the USER-CHI CA.

Furthermore, **Art. 25 GA** defines the term “access rights”. In accordance to Art. 25 (1) GA access rights are defined as *“rights to use results or background under the terms and conditions laid down in this Agreement.”* Moreover, **Art. 25 GA** describes the formalized procedure and requirement on how the USER-CHI project partners are required to provide royalty-free access rights to other project partners for background those project partners need in order to implement their own research tasks.

Art. 26 GA expands on the topic of “ownership” of results. Results are defined as *“any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.”* Moreover, Art. **26 GA** establishes the concept of joint ownership of results, which is applicable in cases where results have been generated in cooperation.

Furthermore, **Art. 27 GA** outlines the duty of project partners of USER-CHI to analyse the possibility of protecting results generated within the project. This is relevant for results, which could either be *"be expected to be commercially or industrially exploited" and if "protecting them is possible, reasonable and justified".*

In addition, **Art. 28 GA** "Exploitation of results", as well as **Art. 29 GA** "Dissemination of results - Open access - Visibility of EU funding" need to be taken into account.

Regarding the topic of Intellectual Property Rights **Art. 29 GA** specifies, that the *"obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply."*

This means in particular, that the beneficiaries must notify other beneficiaries before the dissemination of results. Any beneficiary, which has a legitimate interest in relation to the results or background may object within the stated period of time.

Moreover, if a beneficiary decides not to protect results before disseminating them Art. 26.4.1 GA needs to be taken into account.

Art. 30 (1) GA "Transfer and licensing of results" outlines the possibility of transferring ownership of results, while taking into account the rights and duties established in Art. 26.2, 26.4 – 31 GA. Moreover, Art. 30 GA established the possibility of granting licenses for USER-CHI results under certain conditions.

Finally, **Art. 31 GA** describes the requirement of providing access rights to other USER-CHI project partners and specific third parties.

PART B – USER-CHI GA:

This sub-section will illustrate the main findings of Section 2.2.7.1 of the IPR, Data and knowledge management and protection of Part B – USER-CHI GA.

The section explains, that the Management Process of IPR issues within USER-CHI will be outlined in the CA. Therefore, the CA will be summarized in Section 4.4.

However, a first analysis on IPR aspects is also included in Section 2.2.7.1 Part B – USER-CHI GA and presented in the following tables.

Pre-existing know-how protection:

Owner (s)	Background	Specific limitations and/or conditions for usage	Specific limitations and/or conditions for exploitation
ETRA / VMZ	MEISTER Integrated Real-Time Information & Booking Services	USER-CHI products will be based partially on tools from MEISTER project [13]	Specific agreements for exploitation upon request
ETRA	MEISTER Intelligent Billing & Roaming Platform	USER-CHI products will be based partially on the platform from MEISTER project [13]	Specific agreements for exploitation upon request
CIR	eHome BeON (EV charger synchronized with your home): PATENTED	USER-CHI products will be based partially on eHome BeON	Specific agreements for exploitation upon request
RSM	RSM application [33]	USER-CHI products will be based partially on the RSM application	Specific agreements for exploitation upon request

FIGURE 4 USER-CHI CA

Results generated during the project:

Owner (s)	Result	Specific limitations and/or conditions for usage	Specific limitations and/or conditions for exploitation
ETRA	INCAR – Interoperability, Charging and Parking Platform	None	Commercial licensing scheme for parties outside the project.
VMZ	CLICK – Charging Location and Holistic Planning Kit	None	Commercial licensing scheme for parties outside the project.
ETRA	SMAC – Smart Charging Tool	None	Commercial licensing scheme for parties outside the project.
DSI	INSOC – Integrated Solar-DC charging for LEVs	None	Upfront payment (including commissioning of charging equipment and engineering services). Commercial licensing scheme for parties outside the project.
IPT	INDUCAR – Inductive Charging for e-Cars	None	Upfront payment (including commissioning of charging equipment and engineering services). Commercial licensing scheme for parties outside the project.

FIGURE 5 USER-CHI CA

The effective exploitation of results through IPR will be developed on an ongoing basis during the implementation phase of the project.

The essential rules for IP ownership have been agreed upon in the CA. Moreover, ETRA will coordinate exploitation activities and ensure that IP-owning partners make their best effort to ensure a successful transfer of knowledge.

4.4 Intellectual Property Rights within the USER-CHI Consortium Agreement

The USER-CHI Consortium Agreement (CA) also addresses the topic of Intellectual Property Rights within the USER-CHI project.

The relevant articles can be found in Section 8 and 9 of the CA, which are included in Annex 1 of this deliverable.

The main findings, relevant for the project partners and their approach towards the protection of their results and background using IPR can be summarized as follows:

Main Findings Section 8 USER-CHI CA:

Ownership of results:

- In general, results within the implementation of USER-CHI are owned by the Party, who generated them.
- However, in case that results are created by joint efforts of the consortium the applicable rules differentiate between different scenarios (see 8.2.1 of the USER-CHI CA)
- In general, after creating results together the involved project partners share the ownership of those results. This should be supported by a written joint ownership agreement, which should be created within 6 months after the joint creation of the results.

Non-commercial use of results:

- For non-commercial research activities the use of results, which have been generated in cooperation with another project partners and are therefore jointly owned, is possible without consent of the other involved parties on a royalty-free basis.

Commercial use of results:

- For the commercial use of jointly owned results the process needs to be differentiated.
- The process to decide to file for a patent needs a joint discussion.
- If parties have no interest in protecting results, their share can also be transferred to other interested parties.
- The transfer of ownership is established in Art. 30 USER-CHI GA. This process needs to be transparent in order to make sure that no rights of other parties are potentially intervened.

Dissemination of results:

- Even though the goal is to disseminate USER-CHI's project results to a wide audience, the objection of parties in relation to dissemination of results is possible.
- The objection is justified, wherever the protection of results / background is affected, legitimate interest in relation to results / or background would be harmed, confidential information is included, or other legitimate interests of objecting parties might be intervened. These requirements need to be interpreted and assessed in case conflicts arise.
- After the objection has been initiated in time a discussion between the parties is needed in order to find a solution regarding how the protect the interests.
- In general, results or backgrounds of other parties should not be published by parties, unless they have already been published by the owning parties, or written approval has been obtained.

MAIN FINDINGS SECTION 9 USER-CHI CA:

Background:

- Attachment 1 of the CA includes background the USER-CHI project partners have identified prior to the implementation of USER-CHI. Any other information not included in Attachment 1 shall not be the object of Access Right obligations regarding Background.
- Background might be added to the Attachment 1 during the implementation of USER-CHI by written notice to the other Parties. However, approval by the consortium is needed in order to modify or withdraw background in Attachment 1.

General principles and access rights:

- Each party is responsible for ensuring that its acts within the project do not knowingly infringe third party property rights.
- Any access rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.
- Access rights shall be free of any administrative transfer costs.
- Access rights are granted on a non-exclusive basis.
- Results and background shall be used only for the purposes for which access rights to it have been granted.
- In general, access rights to results and background, which is needed for the performance of own project tasks by another project partner shall be granted on a royalty-free basis. However, project partners might have different agreements for background included in attachment 1.
- Access rights to results if needed for exploitation of a party's own results shall be granted on fair and reasonable conditions.
- Access rights to results for internal research activities shall be granted on a royalty-free basis.
- The access rights for parties entering the consortium or leaving the consortium are differentiated within Section 9.6.
- The general rules on access rights are also applicable to software.

5. Conclusions

This report describes the Data Management Plan for the data which is collected, generated and/or processed within the USER-CHI project.

The second chapter outlines the general approach for data management within H2020 projects and explains the goal of making research FAIR (findable, accessible, interoperable and re-usable). The timetable for updates is explained, as the DMP is a living document. Therefore, it needs to be updated several times during the project implementation in order to collect the relevant information concerning the project's data.

Moreover, the articles on data management provided by the USER-CHI GA are outlined. Following by which, the use of external and internal repositories for USER-CHI's results is described.

In addition, the most relevant data categories and the different WPs, in which they will be either collected, generated, or analysed.

Furthermore, this deliverable provides the description on the allocation of responsibilities in regard of the questionnaires for data management purposes. Chapter 3 includes the analysis of the questionnaires filled out by the responsible project partners, which will be updated during the Implementation of the project.

Finally, this deliverable describes the IPR Strategy, which outlines the relevant articles included in the GA and CA.

The main dependencies and synergies with other deliverables are:

D8.10 Exploitation plans: A detailed Exploitation Plan to cover detailed outline of the actions in the 2-5 years following the project's end, describing the Consortium and Partner strategy for exploiting the project outputs. Related task T8.8.

D9.1 Communication and dissemination strategy: This deliverable describes the communication and dissemination strategy of the whole project. It will also contain planned dissemination and communication activities and target groups at local level for each demo site. Related task T9.1.

D10.1 Project handbook: This deliverable describes the reporting procedures, communication policies, risk table and set of templates to be used within USER-CHI.

D11.4 Protection of personal data report: This report describes the actions conducted protect the personal data collecting and processing processes, from an ethical point of view. It will also contain the templates and documents regarding personal data usage. Relates tasks: T11.3.

6. References

1. *European Commission, "H2020 – Online Manual, Data Management", <https://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-data-management/data-management_en.htm>, accessed 27 July 2020.*
2. *Alfresco, <https://docs.alfresco.com/>, accessed 27 July 2020.*
3. *ALLEA- All European Academies, "The European Code of Conduct for Research Integrity", Revised Edition, 2017, p.6.*
4. *European OpenAIRE, <https://www.openaire.eu/>, accessed 27 July 2020.*
5. *H2020 Programme AGA Annotated Model Grant Agreement, <https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf#page=177>, accessed 27 July 2020.*
6. *World Intellectual Property Organization, < https://www.wipo.int/about-ip/en>/ last accessed 27 July 2020.*
7. *Zenodo policy, <https://zenodo.org/policies>, accessed 27 July 2020.*

7. Annexes

7.1 USER-CHI Grant Agreement Articles

Art. 23a GA "Management of Intellectual Property" states that,

"Beneficiaries that are universities or other public research organisations must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of them."

Art. 24 (1) GA "Agreement on background" states that, *the beneficiaries must identify and agree (in writing) on the background for the action ('agreement on background').*

'Background' means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

(a) is held by the beneficiaries before they acceded to the Agreement, and

(b) is needed to implement the action or exploit the results.

Art. 24 (2) states that, *if a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43). Such breaches may also lead to any of the other measures described in Chapter 6.*

Art. 25 (1) GA "Agreement on access rights to background" states that, *to exercise access rights, this must first be requested in writing ('request for access').*

'Access rights' means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing. Unless agreed otherwise, access rights do not include the right to sub-license.

Art. 25 (2) of the GA expands further *that the beneficiaries must give each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:*

(a) informed the other beneficiaries that access to its background is subject to legal restrictions or

limits, including those imposed by the rights of third parties (including personnel), or

(b) agreed with the other beneficiaries that access would not be on a royalty-free basis.

Art. 25 (3) of the GA explains that, *the beneficiaries must give each other access — under fair and reasonable conditions — to background needed for exploiting their own results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel).*

'Fair and reasonable conditions' means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

Art. 25 (4) of the GA outlines that, *unless otherwise agreed in the consortium agreement, access to background must also be given — under fair and reasonable conditions (see above; Article 25.3) and unless it is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel) —to affiliated entities established in an EU Member State or 'associated country', if this is needed to exploit the results generated by the beneficiaries to which they are affiliated.*

Unless agreed otherwise (see above; Article 25.1), the affiliated entity concerned must make the request directly to the beneficiary that holds the background.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

(…)

Art. 25.6 of the GA determines, *that a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43). Such breaches may also lead to any of the other measures described in Chapter 6.*

Art. 26 (1) GA "Ownership of results" states, *that results are owned by the beneficiary that generates them.*

'Results' means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

Art. 26 (2) GA expands further, *that two or more beneficiaries' own results jointly if:*

(a) they have jointly generated them and

(b) it is not possible to:

(i) establish the respective contribution of each beneficiary, or

(ii) separate them for the purpose of applying for, obtaining or maintaining their protection

(see Article 27).

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership

('joint ownership agreement'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly owned results (without any right to sub-license), if the other joint owners are given:

(a) at least 45 days advance notice and

(b) fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner (see Article 30) with access rights for the others).

Art. 26 (3) outlines that, *if third parties (including personnel) may claim rights to the results, the beneficiary concerned must*

ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary concerned must obtain all necessary rights (transfer,

licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

Art. 26 (4.1) of the GA states that, t*he Agency may — with the consent of the beneficiary concerned — assume ownership of results to protect them, if a beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:*

(a) the lack of protection is because protecting the results is not possible, reasonable or justified

(given the circumstances);

(b) the lack of protection is because there is a lack of potential for commercial or industrial

exploitation, or

(c) the beneficiary intends to transfer the results to another beneficiary, or third party established in an EU Member State or associated country, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c)

applies, the beneficiary must formally notify the Agency and at the same time inform it of any reasons

for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests

would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

No dissemination relating to these results may take place before the end of this period or, if the Agency takes a positive decision, until it has taken the necessary steps to protect the results.

According to Art. 26 (4.2) of the GA, *the Agency may — with the consent of the beneficiary concerned — assume ownership of results to protect them, if a beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:*

(a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;

(b) an extension would not be justified given the circumstances.

A beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the Agency at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

Art. 26 (5) GA explains that, if a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43). Such breaches may also lead to the any of the other measures described in Chapter 6.

Art. 27 (1 GA "Protection of results - Visibility of EU funding" states that, *each beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:*

(a) the results can reasonably be expected to be commercially or industrially exploited and

(b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests and the legitimate interests (especially commercial) of the other beneficiaries.

Art. 27 (2) of the GA expands further, that *if a beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, the Agency may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.*

Art. 27 (3) of the GA outlines, that *applications for protection of results (including patent applications) filed by or on behalf of a beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — include the following: "The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 875187".*

Finally, Art. 27 (4) of the GA states, that *if a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43). Such a breach may also lead to any of the other measures described in Chapter*

Art. 28.1 GA states that, *each beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure 'exploitation' of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:*

(a) using them in further research activities (outside the action); (b) developing, creating or marketing a product or process;
(c) creating and providing a service, or
(d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

Art. 28.2 states that, *if results are incorporated in a standard, the beneficiary concerned must — unless the Agency requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard:*

"Results incorporated in this standard received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 875187".

Art. 28.3 outlines that, *if a beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.*

Such a breach may also lead to any of the other measures described in Chapter 6.

Art. 29 GA states that, *unless it goes against their legitimate interests, each beneficiary must — as soon as possible — 'disseminate' its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).*

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

A beneficiary that intends to disseminate its results must give advance notice to the other beneficiaries of — unless agreed otherwise — at least 45 days, together with sufficient information on the results it will disseminate.

Any other beneficiary may object within — unless agreed otherwise — 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.

If a beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Agency before dissemination takes place.

Art. 29 (2) GA requires, *each beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results.*

In particular, it must:

(a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

(b) ensure open access to the deposited publication — via the repository — at the latest:

(i) on publication, if an electronic version is available for free via the publisher, or

(ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.

(c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "European Union (EU)" and "Horizon 2020";

- the name of the action, acronym and grant number;

- the publication date, and length of embargo period if applicable, and

- a persistent identifier.

Art. 29 (3) GA outlines, *that regarding the digital research data generated in the action ('data'), the beneficiaries must:*

(a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:

(i) the data, including associated metadata, needed to validate the results presented in scientific publications, as soon as possible;

(ii) not applicable;

(iii) other data, including associated metadata, as specified and within the deadlines laid down in the 'data management plan' (see Annex 1);

(b) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (and — where possible — provide the tools and instruments themselves).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

As an exception, the beneficiaries do not have to ensure open access to specific parts of their research data under Point (a)(i) and (iii), if the achievement of the action's main objective (as described in Annex

1) would be jeopardised by making those specific parts of the research data openly accessible. In this case, the data management plan must contain the reasons for not giving access.

Art. 29 (4) GA provides that, *unless the Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:*

(a) display the EU emblem and

(b) include the following text:

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 875187".

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency.

This does not however give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

Art. 29 (5) GA states, *that any dissemination of results must indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.*

Art. 29 (6) GA establishes that, *if a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).*

Such a breach may also lead to any of the other measures described in Chapter 6.

Art. 30 (1) GA "Transfer and licensing of results" states that, *each beneficiary may transfer ownership of its results. It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.*

This does not change the security obligations in Article 37, which still apply.

Unless agreed otherwise (in writing) for specifically-identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a beneficiary that intends to transfer ownership of results must give at least 45 days advance notice (or less if agreed in writing) to the other beneficiaries that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any beneficiary concerned to assess the effects on its access rights.

Unless agreed otherwise (in writing) for specifically-identified third parties, any other beneficiary may object within 30 days of receiving notification (or less if agreed in writing), if it can show that the transfer would adversely affect its access rights. In this case, the transfer may not take place until

agreement has been reached between the beneficiaries concerned.

Art. 30 (2) of the GA expands further, *that each beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:*

(a) this does not impede the access rights under Article 31 and

(b) not applicable.

In addition to Points (a) and (b), exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights (see Article 31.1).

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

(…)

Art. 30 (4) of the GA outlines, *that if a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).*

Such a breach may also lead to any of the other measures described in Chapter 6.

Art. 31 (1) GA "Access rights to results" explains, that *the conditions set out in Article 25.1 apply.*

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

Art. 31 (2) GA further expands, that *the beneficiaries must give each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.*

Art. 31 (3) GA states that*, the beneficiaries must give each other — under fair and reasonable conditions (see Article 25.3) —access to results needed for exploiting their own results.*

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

Art. 31 (4) GA elaborates further, that *unless agreed otherwise in the consortium agreement, access to results must also be given — under fair and reasonable conditions (Article 25.3) — to affiliated entities established in an EU Member State or associated country, if this is needed for those entities to exploit the results generated by the beneficiaries to which they are affiliated.*

Unless agreed otherwise (see above; Article 31.1), the affiliated entity concerned must make any such request directly to the beneficiary that owns the results.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

According to Art. 31 (5) GA *the beneficiaries must give access to their results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.*

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiaries for communication and publicising activities (see Article 38.2).

(…)

Art. 31.7 states, that *if a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).*

Such breaches may also lead to any of the other measures described in Chapter 6.

7.2 USER-CHI Consortium Agreement (CA) Section 8 and 9

8. Section: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

8.2.1. Where Results are is generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this work.

8.2.2. The joint owners shall, within six (6) month period as from the date of the generation of such Results, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case by case basis.

8.2.3. Until the time a joint ownership agreement has been concluded such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months and costs spent on the respective work, etc.). When it is impossible to determine each Party's intellectual contribution to the creation of the Intellectual USER-CHI Consortium Agreement

Property in the Result, the Intellectual Property in that Result will be owned by those Parties in equal shares.

8.2.4. Unless otherwise agreed the provisions of Art. 26.2 of the Grant Agreement shall apply with the following addition:

Each of the joint owners shall be entitled to use their jointly owned results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

Each of the joint owners shall be entitled to otherwise exploit the jointly owned results and to grant non-exclusive licenses to third parties (without any right to sub-license), after (i) such joint owner gives a written notice to the other joint owner(s) about the use and exploitation of the joint Result and (ii) joint owners have entered into a separate agreement to agree on an appropriate course of action about the use and exploitation of the joint Result.

Within a reasonable period (up to 3 months) following creation of any jointly owned results, the joint owners shall enter into good faith discussions in order to agree on an appropriate course of action for filing applications for patent protection or other protection, including the decision as to which a joint owner is to be entrusted with the preparation, filing and prosecution of such applications and in which countries or territories such applications are to be filed. The filing of any applications for patents or other intellectual property rights on joint results shall require mutual agreement between the joint owners. All external costs related to applications for patent protection or other protection resulting from such applications and the fees for maintaining such protection shall be shared equally between the joint owners, subject to paragraph below.

If and when one or more of the joint owners does not wish to take part in Intellectual Property protection, the other owner(s) may do so at their own expense, and the Party not wishing to take such steps or action will provide, at the expense of other owner(s) any assistance that is reasonably requested. This Party shall promptly notify the other joint owner(s) in writing of its decision and shall have no rights in the Intellectual Property. However, the other owner(s) have the obligation to respect the rights of the Party's employees that contributed to the Intellectual Property according to their national laws and internal rules, including the right to compensation.

Property in the Result, the Intellectual Property in that Result will be owned by those Parties in equal shares.

8.2.4. Unless otherwise agreed the provisions of Art. 26.2 of the Grant Agreement shall apply with the following addition:

Each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

Each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), after (i) such joint owner gives a written notice to the other joint owner(s) about the use and exploitation of the joint Result and (ii) joint owners have entered into a separate agreement to agree on an appropriate course of action about the use and exploitation of the joint Result.

Within a reasonable period (up to 3 months) following creation of any jointly owned results, the joint owners shall enter into good faith discussions in order to agree on an appropriate course of action for filing applications for patent protection or other protection, including the decision as to which a joint owner is to be entrusted with the preparation, filing and prosecution of such applications and in which

countries or territories such applications are to be filed. The filing of any applications for patents or other intellectual property rights on joint Results shall require mutual agreement between the joint owners. All external costs related to applications for patent protection or other protection resulting from such applications and the fees for maintaining such protection shall be shared equally between the joint owners, subject to paragraph below.

If and when one or more of the joint owners does not wish to take part in Intellectual Property protection, the other owner(s) may do so at their own expense, and the Party not wishing to take such steps or action will provide, at the expense of other owner(s) any assistance that is reasonably requested. This Party shall promptly notify the other joint owner(s) in writing of its decision and shall have no rights in the Intellectual Property. However, the other owner(s) have the obligation to respect the rights of the Party's employees that contributed to the Intellectual Property according to their national laws and internal rules, including the right to compensation.

Each joint owner of Results and/or related patents or patent applications or other intellectual property rights protecting such jointly owned Results shall have the right to bring an action for infringement of any such jointly owned intellectual property rights only with the prior written consent of the other joint owner(s). Such consent may only be withheld by another joint owner who demonstrates that the proposed infringement action would be prejudicial to its commercial interests.

8.3 Protection of Results

In addition to Art. 27.2 of the Grant Agreement, if a Party is not interested in protecting its Results, it may promptly communicate such decision to the other Parties and transfer the rights to the Party or Parties interested in protecting the Results concerned. Such transfer should be realized before the deadlines and procedures of Art 26.4.2 of the Grant Agreement enter into force. USER-CHI Consortium Agreement

8.4 Transfer of Results

8.4.1

Each Party may transfer ownership of its own results following the procedures of the Grant Agreement Article 30.

8.4.2

It may identify specific third parties it intends to transfer the ownership of its results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.4.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the Consortium Plenary.

8.4.4

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.4.5

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.5 Dissemination

8.5.1

For the avoidance of doubt, nothing in this Section 8.5 has impact on the confidentiality obligations set out in Section 10.

8.5.2 Dissemination of own Results

8.5.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Publications of own results that are solely based on general accessible sources shall not be subject to prior notifications to the other parties. USER-CHI Consortium Agreement

8.5.2.2

An objection is justified if

(a) the protection of the objecting Party's Results or Background would be adversely affected

(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed

(c) the proposed publication includes Confidential Information of the objecting Party,

(d) the publication of such information would be contrary to the legitimate interests of the objecting Party.

The objection has to include a precise request for necessary modifications. Following the end of the above-mentioned period, the Coordinator shall inform the Parties whether or not any objection has been received. In the event that an objection is raised on any of the above defined grounds within the above period of thirty (30) days, the Party proposing the publication and the Party objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved.

8.5.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential information of the objecting Party has been removed from the publication as indicated by the objecting Party.

8.6

8.6.1 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.6.2 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.6.3 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval. USER-CHI Consortium Agreement

9 Section: Access Rights

9.1 Background included

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Consortium Plenary is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7

The requesting Party must show that the Access Rights are Needed. USER-CHI Consortium Agreement

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.6 Access Rights for Parties entering or leaving the consortium

9.6.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.6.2 Parties leaving the consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Consortium Plenary to terminate its participation in the consortium.

9.6.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3. USER-CHI Consortium Agreement.

9.6.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.7 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

7.3 Template – Questionnaire for data management

FIGURE 6 EXAMPLE - TEMPLATE QUESTIONNAIRE

7.4 Example – Filled out Questionnaire – WP 1 (IBV)

FIGURE 7 COMPLETED QUESTIONNAIRE - IBV

Data Management in USER-CHI				
Questions - Data Management	**Research activities - in WP1**	**IBV**	**VMZ**	**IKEM (Info)**
	1.1 What is the purpose of the data collection/generation and its relation to the objectives of the project ?			
	1.2 What types and formats of data will the project generate/collect?			
	1.3 Will you re-use any existing data and how?			
	1.4 What is the origin of the data?			
	1.5 What is the expected size of the data?			
	1.6 To whom might it be useful ('data utility')?			
	2.1.1 Are the data produced and/or used in the project discoverable with metadata, identifiable and locatable by means of a standard identification mechanism (e.g. persistent and unique identifiers such as Digital Object Identifiers)?			
	2.1.2 What naming conventions do you follow ?			
	2.1.3 Will search keywords be provided that optimize possibilities for re-use ?			
	2.1.4 Do you provide clear version numbers ?			
	2.1.5 What metadata will be created? In case metadata standards do not exist in your discipline, please outline what type of metadata will be created and how.			
	2.2.3 Which data produced and/or used in the project will be made openly available as the default? If certain datasets cannot be shared (or need to be shared under restrictions), explain why, clearly separating legal and contractual reasons from voluntary restrictions.			*2.2.4 Note that in multi-beneficiary projects it is also possible for specific beneficiaries to keep their data closed if relevant provisions are made in the consortium agreement and are in line with the reasons for opting out.*
	Which data formatdo you use (e.g. cvs)?			
	2.2.7 Is documentation about the software needed to access the data included?			
	2.2.8 Is it possible to include the relevant software (e.g. in open source code)?			
	2.3.1 Are the data produced in the project interoperable, that is allowing data exchange and re-use between researchers, institutions, organisations, countries, etc. (i.e. adhering to standards for formats, as much as possible compliant with available (open) software applications, and in particular facilitating re-combinations with different datasets from different origins)?			
	2.3.2 What data and metadata vocabularies, standards or methodologies will you follow to make your data interoperable?			
	2.3.3 Will you be using standard vocabularies for all data types present in your data set, to allow inter-disciplinary interoperability?			

Data Management in USER-CHI				
Questions - Data Management	**Research activities - in WP1**	**IBV**	**VMZ**	**IKEM (Info)**
	1.1 What is the purpose of the data collection/generation and its relation to the objectives of the project ?	To identify necessities, expectations and requirements related to charging infrastructure and process (including required software) for EV's charge. We will analyse anonymized and aggregated data to identify patterns		
	1.2 What types and formats of data will the project generate/collect?	Text (docx, pdf, txt). Tables (xls, csv)		
	1.3 Will you re-use any existing data and how?	No		
	1.4 What is the origin of the data?	User's questionnaires. Survey (1800 users)		
	1.5 What is the expected size of the data?	Text files; <100MB		
	1.6 To whom might it be useful ('data utility ')?	Researchers; technology developers; technicians		
	2.1.1 Are the data produced and/or used in the project discoverable with metadata, identifiable and locatable by means of a standard identification mechanism (e.g. persistent and unique identifiers such as Digital Object Identifiers)?	No		
	2.1.2 What naming conventions do you follow ?	None		
	2.1.3 Will search keywords be provided that optimize possibilities for re-use ?	No		
	2.1.4 Do you provide clear version numbers ?	No		
	2.1.5 What metadata will be created? In case metadata standards do not exist in your discipline, please outline what type of metadata will be created and how .	None		
	2.2.3 Which data produced and/or used in the project will be made openly available as the default? If certain datasets cannot be shared (or need to be shared under restrictions), explain why, clearly separating legal and contractual reasons	The raw data come from questionnaires and a survey. The data analysis will be included in project deliverables, and this deliverables could be made available thorugh project website. The raw data could be made available through USER-CHI		*2.2.4 Note that in multi-beneficiary projects it is also possible for specific beneficiaries to keep their data closed if relevant provisions are made in the consortium agreement and are in line with the reasons for opting out.*
	Which data formatdo you use (e.g. cvs)?	Docx, pdf		
	2.2.7 Is documentation about the software needed to access the data included?	No		
	2.2.8 Is it possible to include the relevant software (e.g. in open source code)?			
	2.3.1 Are the data produced in the project interoperable, that is allowing data exchange and re-use between researchers, institutions, organisations, countries, etc. (i.e. adhering to standards for formats, as much as possible	No		
	2.3.2 What data and metadata vocabularies, standards or methodologies will you follow to make your data interoperable?			
	2.3.3 Will you be using standard vocabularies for all data types present in your data set, to allow inter-disciplinary interoperability?			